



FREDERICK COUNTY PLANNING COMMISSION

December 10, 2014

**TITLE: Wedgewood West (formerly Younkens Property)
Mixed Use Development (MXD)**

FILE NUMBER: S-1147 (AP# 6425)

REQUEST: LOU Amendment

PROJECT INFORMATION:

LOCATION: Western quadrant of English Muffin Way (Extended) and
New Design Road
ZONE: MXD & MM
REGION: Adamstown
WATER/SEWER: S-4 Dev., W-4 Dev. (service expected in a 4-6-year
period)
COMP. PLAN/LAND USE: Limited Industrial

APPLICANT/REPRESENTATIVES:

APPLICANT: YBC Investors, LLC
OWNER: - Same -

STAFF: Ron Burns

RECOMMENDATION: Denial

ATTACHMENTS:

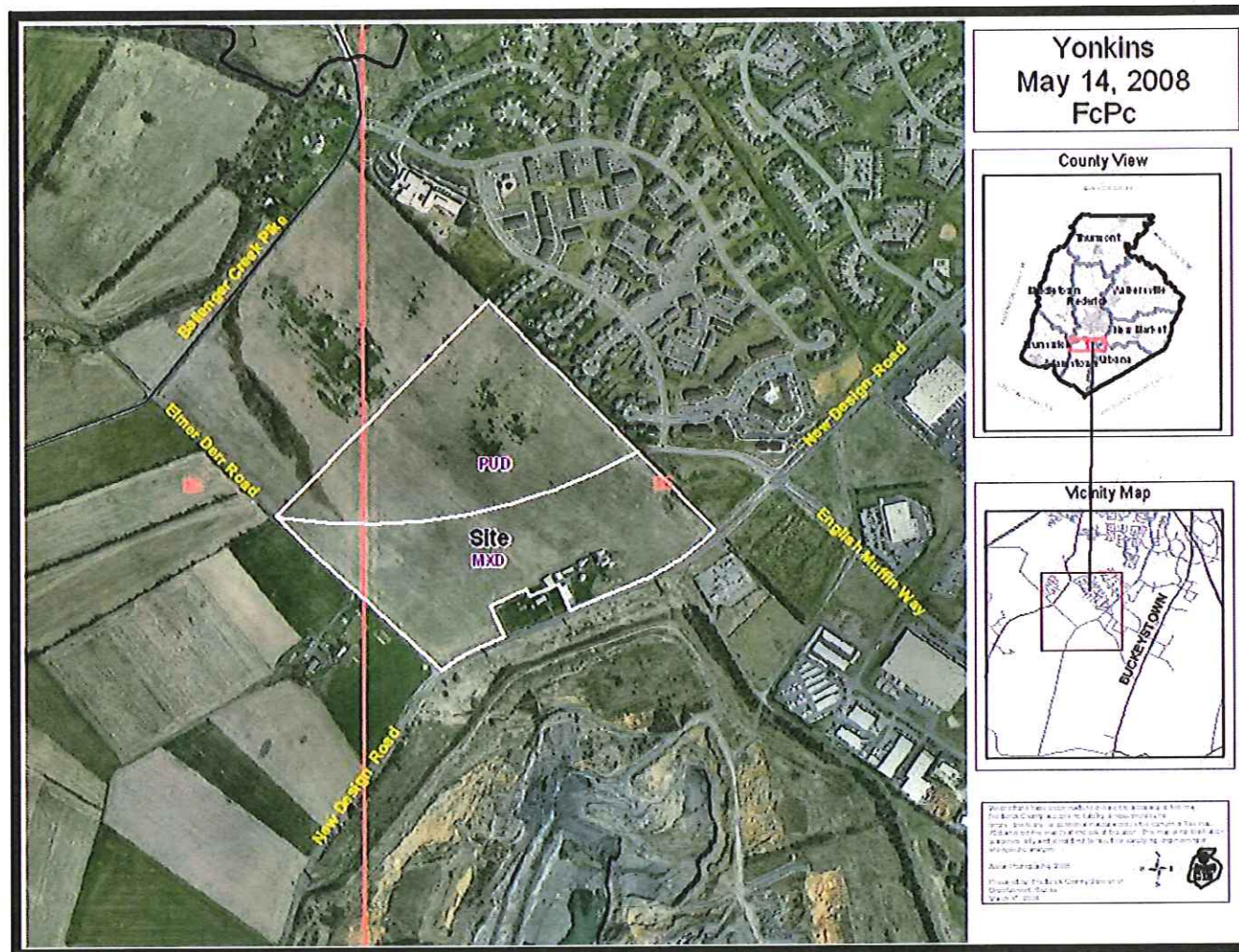
Exhibit #1: Proposed Amended Letter of Understanding (LOU)
Exhibit #2: Original APFO LOU

ISSUE

The Applicant is requesting to amend the Letter of Understanding (LOU) executed by the Planning Commission on April 21, 2010, based on a conditional approval by same on May 14, 2008, to permit a phased payment of escrow payments over four (4) phases. See Exhibit 1.

BACKGROUND

Phase II (Execution Phase Plan): This application was first submitted in April 2007. This Phase II MXD application/submission is similar to a PUD Phase II Plan (land use and density), a Preliminary Subdivision Plat and various Site Plan applications combined into one submission.



Adequate Public Facilities Ordinance (APFO) Requirements: This project was reviewed for potential impacts on roads, water/sewer and schools. The Applicant received a five-year APFO approval period through 2013, as later extended to 2019 with two – 3 year extensions, and as summarized below:

- Water and Sewer: The Division of Utilities and Solid Waste Management (DUSWM) has provided a finding of conditional approval regarding water and sewer facilities to serve this project based on a sewer study prepared by Loiederman Soltesz Associates, Inc. dated October 16, 2007.

- Traffic: Three intersections were shown to operate at unacceptable levels of service in the traffic study, and those intersections are identified as follows, with the necessary mitigation described for each such intersection:

1. Maryland Route 85/English Muffin Way. The Developer will provide the following escrow contributions to ensure the adequacy of this intersection:
 - a. Contribute the appropriate share to existing Escrow Account No. 21551 (installation of traffic signal);
 - b. Contribute the appropriate share to existing Escrow Account No. 21559 (approach widening to Maryland Route 85); and
 - c. Establish and contribute the appropriate share to a new escrow account for the re-striping of the existing eastbound through lane as a shared eastbound left-through lane and the modification of the traffic signal timings to allow for split phasing between the eastbound and westbound approaches.
2. New Design Road/English Muffin Way. The Developer will provide the following escrow contribution to ensure the adequacy of this intersection:
 - a. Construct a roundabout or install a signal when warranted and as directed by the County with reimbursement by other developers for their fair share contributions through existing Escrow Account No. 21579.
3. New Design Road/Corporate Drive. The Developer will provide the following escrow contributions to ensure the adequacy of this intersection:
 - a. Contribute the appropriate share to existing Escrow Account No. 21564 (installation of traffic signal), and
 - b. Establish and contribute the appropriate share to Existing Escrow Account No. 21583 for the construction of a northbound right turn lane on New Design Road and new escrow accounts for eastbound and westbound right turn lanes on Corporate Drive.

In addition to the intersections referenced above, there are additional existing escrow accounts in the general area of the project, for which escrow accounts cover intersections and/or road links and which have intersection/road links that may be impacted by traffic generated by the Developer's project. Therefore, the Developer has agreed (pursuant to Section 1-20-12(D) of the APFO) to make pro rata contributions toward the cost of improvement projects covered by the following six escrow accounts:

- Escrow Account No. 21582 (New Design/Crestwood)
- Escrow Account No. 21554 (MD 85/Crestwood)
- Escrow Account No. 21555 (MD 85/Crestwood)
- Escrow Account No. 21584 (MD 85/Crestwood)
- Escrow Account No. 21585 (MD 85/Crestwood)
- Escrow Account No. 21556 (New Design/Crestwood)
- Escrow Account No. 21586 (MD 85/Crestwood)
- Escrow Account No. 21580 (MD 85/I-270)
- Escrow Account No. 21581 (MD 85/I270)

Finally the developer has proffered to contribute toward the construction of a fourth northbound through lane at the MD 85/Crestwood Boulevard intersection.

- Schools: Approved. This non-residential development does not impact schools.

These requirements are memorialized in the executed LOU (see Exhibit 2).

ANALYSIS

When this project was conditionally approved by the Planning Commission, along with findings that the proposed mitigation set forth in the applicant's Developer Option Letter was adequate to mitigate any inadequacies, there was (and continues to be) no language in the APFO that allows phasing of escrow payments. As of that conditional approval date in 2008, no developer had been permitted to phase in escrow account payments. This assumed reason for not permitting a phasing of escrow payments is that when the APFO was amended in 1994 to permit fair share payments by limited impact developments, because the fair share contribution relied on other larger future developers to make the necessary improvements, that it would be most logical to require up front payments. Plus these payments, as is true in this project's case, would represent a considerable reduction in project development costs, further justifying an up-front rather than phased payment.

Since 2008 however, three developments have been permitted to phase escrow payments, all of which were supported by staff for unique reasons. The projects and justifications are as follows:

1. Villages of Urbana: Separate phasing (2) permitted for residential and office/commercial uses. This was unique because the approval had a very long validity period of 18 years and \$2.3 million in escrow payments that would have been due at the first recorded residential lot, with the commercial uses, which largely drove the majority of the payment, likely many years away from development, given today's market.
2. Monrovia Town Center: Separate phasing (2) permitted for the PUD and adjacent commercial developments that were coupled for the APFO and then de-coupled for escrow phasing, along with a very long validity period of 18 years. In addition, this applicant committed to several million dollars of road improvements along MD 75.
3. Jefferson Park West: Separate phasing (3) permitted for residential, office and retail uses. This was unique because the approval had a \$2.8 million in escrow payments that would have been due at the first recorded residential lot, with the commercial uses, which largely drove the majority of the payment, likely many years away from development, given today's market.

The Wedgewood West project, originally titled the Younkens MXD, does not have such unique characteristics and is, in many ways, different from the above exceptions to the rule. The total escrow payment burden is \$592,299, the off-site road construction requirements are nominal, there are no residential uses that would be burdened with a high up-front cost, the APFO validity period was approved for only 5 years, and no new lots were proposed.

RECOMMENDATION

For the reasons stated above, and in order to not soften the partial payment (pay-go) system that accommodates limited impact developments through precedent, staff recommends that the Planning Commission not accept the proposed Amended LOU as currently submitted.

FIRST AMENDMENT TO
ADEQUATE PUBLIC FACILITIES LETTER OF UNDERSTANDING
WEDGEWOOD WEST (FORMERLY YOUNKINS) MXD
(AP# 6425)

Explanatory Note: This First Amendment ("First Amendment") to Adequate Public Facilities Letter of Understanding for the Wedgewood West project (AP#6425) which was approved by the Frederick County Planning Commission and executed by the Developer on April 13, 2010, and by the Frederick County Planning Commission on April 21, 2010 (the "Letter"), is made this _____ day of _____, 2014, by and between the Frederick County Planning Commission and YBC Investors, LLC ("Developer"). The Letter was executed to memorialize the APFO obligations of the Developer in conjunction with the approved Phase II Site Development Plan (Execution Plan) for the Wedgewood West (formerly Younkings) MXD.

This First Amendment to the Letter is made for the purpose of amending under the heading "**Roads**" of the Letter, specifically to replace the sentence in bold print which follows paragraph C. concerning the timing of the payments of escrow contributions.

Therefore, the Letter is hereby amended as follows:

1. The Explanatory Note and other items set forth above are hereby incorporated into the Letter as fully restated herein.
2. Any and all defined terms set forth in the Letter shall have the same meaning in this First Amendment as set forth in the original Letter.
3. The following sentence is hereby deleted in its entirety:

"All road escrow contributions must be paid in full prior to issuance of building permit(s)."

The following provision is inserted in lieu of and in place of the sentence deleted as set forth immediately above:

The Roads Escrow Contributions referenced in Section A.1., A.2, A.3. and B.1. through 10., under the heading "**Roads**" shall be paid upon the following schedule:

- A. Sections A 2. a. and A 2. b. are hereby unchanged.
- B. The balance of the escrow contributions required of the Developer, totaling the sum of \$592,299.00 ("Escrow Balance"), shall be payable upon the schedule as set forth on the spreadsheet attached hereto as Exhibit A and incorporated herein by reference. For example, upon issuance of a building permit for either of the two buildings described in Phase I (Building A or B) the Developer shall pay 15.6% of the

Escrow Balance, or the sum of \$92,238 . Likewise, for each of the succeeding three phases (Phases II, III and IV) the appropriate percentage attributable to each phase (14.6%, 11.7%, 58.2%, respectively) shall be payable upon the issuance of the first building permit for any of the buildings located within such phase.

5. Except as expressly amended by this First Amendment, each and every term provision condition or other matter set forth in the Letter remains in full force and effect and is binding upon the parties hereto.

(SIGNATURES ON THE FOLLOWING PAGE)

WITNESS: YBC INVESTORS, LLC (“Developer”)

_____ By _____
Mark C. Matan, Manager

FREDERICK COUNTY PLANNING COMMISSION

BY: _____ (SEAL) _____
Dwaine E. Robbins, Chairman Date

ATTEST:

Gary Hessong, Acting Division Director
Department of Permits & Inspections Date



**PERMITTING AND DEVELOPMENT REVIEW DIVISION
FREDERICK COUNTY, MARYLAND**

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**ADEQUATE PUBLIC FACILITIES
LETTER OF UNDERSTANDING**

Wedgewood West (formerly Younkings) MXD

(AP # 6425)

In General: The following Letter of Understanding ("**Letter**") between the Frederick County Planning Commission ("**Commission**") and the YBC Investors, LLC ("**Developer**"), its successors or assigns, sets forth the conditions and terms which the Commission deems to be the minimum necessary improvements dealing with water and sewer, school and road improvements that must be in place (or under certain conditions in the case of roads, the required pro-rata contributions of funds placed in an escrow account with Frederick County as hereinafter provided) for the property below to be developed, in compliance with § 1-20-9 of the Frederick County Adequate Public Facilities Ordinance ("**APFO**"), and the approved Phase II site development plans for Wedgewood West (formerly Younkings) MXD.

This Letter is in response to the Developer's Option Letter submitted to the Division of Permitting and Development Review ("**DPDR**") dated February 8, 2008. The Developer, its successors or assigns, hereby agrees and understands that unless the below described improvements are in place, or are guaranteed by the execution of Performance Agreements, supported by surety in a form approved by the appropriate County agency, (or as may be provided for roads, the required pro rata contribution of funds are paid into the escrow account per §1-20-12 of the APFO) in accordance with this Letter, development will not be permitted to proceed.

This Letter concerns itself with the Developer's 52.98 +/- acre parcel of land, which is zoned Mixed Use Development (MXD), and is located at the western quadrant of English Muffin Way and New Design Road. This APFO approval will be effective for the development on Lots 1 and 2 (and any re-subdivisions thereof), to be capped at a certain amount of square feet of development as limited by the peak-hour trips listed below, conditionally approved by the Commission on May 14, 2008.

For the purposes of water and sewer improvements, the Project shall be divided into these development phases:

- Phase I – Warehouse Buildings 'A' and 'B'
- Phase II – Warehouse Buildings 'C' and 'F'
- Phase III – Warehouse Buildings 'D' and 'E'
- Phase IV – Commercial Buildings 'G', 'H' and 'I'

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- **Water and Sewer Improvements:** The Property is currently classified in the County's S-4 (Dev.), W-4 (Dev.) sewer and water categories. The Division of Utilities and Solid Waste Management (DUSWM) has provided a finding of conditional approval regarding sewer and water facilities to serve this project based on a sewer study prepared by Loiederman Soltesz Associates, Inc. dated October 16, 2007.

A. **Water:** With regard to water, Developer will construct a 16" water line within proposed English Muffin Way Extended from an existing line at the intersection of New Design Road and English Muffin Way, westbound along English Muffin Way to Alan Linton Boulevard, and thereupon northbound along future Alan Linton Boulevard to Developer's property line where it abuts the Linton PUD. The 16" water line in English Muffin Way (to Elmer Derr Road) will be constructed according to the following building phasing schedule:

Prior to the release of building permits in Phase I, a 16" line will be constructed in English Muffin Way from New Design Road to Alan Linton Boulevard during the construction of English Muffin Way. Water service must be operational prior to building permit issuance.

Prior to the release of building permits in Phase III, a 16" line will be constructed in English Muffin Way from Alan Linton Boulevard to Elmer Derr Road during the construction of English Muffin Way. Water service must be operational prior to building permit issuance.

B. **Sewer:** With regard to sewer, if the following improvement is not performed by others, Developer shall be responsible for upgrading an existing 12" sewer line located between Manholes 101 to 100 and 100 to 5 to a 16" line prior to the release of building permits for Phase IV buildings of the Project. Additionally, prior to building permit issuance for buildings in Phase IV, a section of the 12" sewer line located at the Russell property, between Manholes 1 and 1A will need to be upgraded to a 16" line. The line immediately below this line (between manholes 1A and 101) will need to be upgraded from a 12" line to a 16" line. An additional section between Manholes 8 and 9 will also need to be corrected by increasing pipe slope or upsizing pipe diameter to 15" in order to have sufficient capacity.

While the public sewer and water facilities are currently adequate to serve the Project, the Applicant is aware that capacity is not guaranteed until purchased. APFO approval for sewer and water does not guarantee that plats will be recorded and building permits issued. Plat recordation and building permit issuance is subject to compliance with the Annotated Code of Maryland, Environment Article § 9-512, et seq. and all applicable County regulations, including but not limited to § 1-16-106 of the Frederick County Subdivision Regulations. Plats cannot be recorded until sewer and water improvements to the Property line are available within ninety (90) days of completion. Given that sewer and water mains exist in the public rights-of-way adjacent to each of the proposed uses of the Project, no main line extensions are required to meet this standard.

- **Schools:** Schools are not impacted because of the development of the property is for a non-residential use.

- **Roads:** In accordance with the Traffic Impact Study (TIS) by Wells & Associates (latest version dated February 20, 2008) the uses on the site are capped at a total amount of 534 am and 899 pm weekday peak hour trips for Lots 1 and 2. (The future Site Plans must supply a traffic brief to demonstrate that this overall cap is not exceeded.)

A. **Three Failing Intersections:** The TIS studied 16 intersections for APFO purposes. Thirteen (13) intersections were shown to be operating at acceptable levels of service using methodology currently approved by the County's Office of Transportation and Engineering. However, three intersections were shown to operate at unacceptable levels of service in the TIS.

As a condition of the APFO approval of the Project, the Developer is required to construct the following improvements (or in the case of escrow account contributions pay its proportionate contribution to the following escrow accounts):

1. **Maryland Route 85/English Muffin Way.** The Developer will provide the following escrow contributions to ensure the adequacy of this intersection:

a. Contribute the appropriate share to existing Escrow Account No. 3253 (Old 21551) (installation of traffic signal); The estimated inflated cost of the Road Improvement is \$60,000. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 24%. Therefore the Developer hereby agrees to pay \$14,400 to the escrow account for this Road Improvement.

b. Contribute the appropriate share to existing Escrow Account No. 3276 (Old 21559) (approach widening to Maryland Route 85); The estimated inflated cost of the Road Improvement is \$328,062. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 24%. Therefore the Developer hereby agrees to pay \$78,735 to the escrow account for this Road Improvement.

c. Establish and contribute the appropriate share to a new escrow account for the re-striping of the existing eastbound through lane as a shared eastbound left-through lane and the modification of the traffic signal timings to allow for split phasing between the eastbound and westbound approaches. The estimated cost of the Road Improvement is \$104,888. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 24%. Therefore the Developer hereby agrees to pay \$25,173 to the new escrow account for this Road Improvement.

2. New Design Road/English Muffin Way. The Developer will provide the following escrow contribution(s) and/or construct the following described improvements to ensure the adequacy of this intersection:

a. Contribute the appropriate share to existing Escrow Account No. 3286 (Old 21579) for the installation of a traffic control device when warranted and deemed necessary. The estimated inflated cost of the Road Improvement is \$220,000. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 30%. Therefore the Developer hereby agrees to pay \$66,000 to the escrow account for this Road Improvement.

b. Provide to the Department of Public Works ("DPW"), at Developer's expense, a feasibility study for improvements to the intersection, and based upon the results of such study, either:

i. Install a traffic signal, when warranted, or

ii. Increase the contribution to Escrow Account No. 3286 (Old 21579) to reflect the Developer's pro rata share of such greater improvement(s) as recommended by the feasibility study, and the Developer shall construct such improvement(s) when warranted and deemed necessary by DPW, provided all necessary right of way is under the control of the County and/or the Developer.

In the event Developer constructs and/or installs either the traffic signal or other improvement(s) as referenced above, Developer shall have the right to utilize all funds held in Escrow Account No. 3286 to help defray the cost of such improvement(s). In the further event that DPW requires Developer to construct the greater improvement(s) as recommended by the feasibility study, and should there be insufficient right of way under the control of the County and/or Developer, Developer shall be entitled to meet its obligations pursuant to this paragraph by placing with the County a bond or letter of credit in the amount of 125% of the estimated cost of such improvement(s), including estimated costs of acquisition of right of way, such estimate to be approved by DPW; Developer shall be entitled to continue with the development of the project after placement of the surety, and shall construct such improvement(s) at such time as all necessary right of way is secured and plans are approved by the County, and the SHA if required.

3. New Design Road/Corporate Drive. The Developer will provide the following escrow contributions to ensure the adequacy of this intersection:

a. Contribute the appropriate share to existing Escrow Account No. 3247 (Old 21564) (installation of traffic signal); The estimated inflated cost of the Road Improvement is \$156,800. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is

7%. Therefore the Developer hereby agrees to pay \$10,976 to the escrow account for this Road Improvement.

b. Contribute the appropriate share to existing Escrow Account No. 3277 (Old 21583) (installation of northbound right turn lane); The estimated inflated cost of the Road Improvement is \$ 165,223. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 7%. Therefore the Developer hereby agrees to pay \$11,566 to the escrow account for this Road Improvement.

c. Establish and contribute the appropriate share to a new escrow account for the construction of eastbound and westbound right turn lanes on Corporate Drive. The estimated cost of the Road Improvement is \$587,364. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 7%. Therefore the Developer hereby agrees to pay \$41,115 to the escrow account for this Road Improvement.

B. Other Area Impacted Escrow Accounts: In addition to the intersections referenced above, the County and the Developer's traffic consultant have identified ten existing escrow accounts in the general area of the project, which accounts cover intersections and/or road links which were not included in the scope of the APFO traffic study and therefore were not tested for adequacy pursuant to the provisions of the APFO, but which intersection/road links would be impacted by traffic to be generated by the Developer's project, and the Developer has agreed, pursuant to Section 1-20-12(D) of the APFO, to make pro rata contributions toward the cost of improvement projects covered by the following ten escrow accounts:

1. Escrow Account No. 3306 (Old 21582) for New Design Road/Crestwood Blvd. Southbound Right Turn Lane - The estimated cost of the Road Improvement is \$241,000. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 15%. Therefore the Developer hereby agrees to pay \$36,150 to the escrow account for this Road Improvement.
2. Escrow Account No. 3256 (Old 21554) for MD 85/Crestwood Blvd. Eastbound Additional Left Turn Lane - The estimated inflated cost of the Road Improvement is \$273,250. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 10%. Therefore the Developer hereby agrees to pay \$27,325 to the escrow account for this Road Improvement.
3. Escrow Account No. 3257 (Old 21555) for MD 85/Crestwood Blvd. Southbound Additional Through Lane - The estimated inflated cost of the Road Improvement is \$296,000. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 10%. Therefore the Developer hereby agrees to pay \$29,600 to the escrow account for this Road Improvement.
4. Escrow Account No. 3279 (Old 21584) for MD 85/Crestwood Blvd. Westbound Acceleration Lane - The estimated cost of the Road Improvement is \$103,870. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 10%. Therefore the Developer hereby agrees to pay \$10,387 to the escrow account for this Road Improvement.
5. Escrow Account No. 3280 (Old 21585) for MD 85/Crestwood Blvd. Northbound Right Turn Lane - The estimated cost of the Road Improvement is \$251,339. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 10%. Therefore the Developer hereby agrees to pay \$25,134 to the escrow account for this Road Improvement.
6. Escrow Account No. 3307 (Old 21556) for New Design Road/Crestwood Blvd. Traffic Signal - The estimated cost of the Road Improvement is \$200,000. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 15%. Therefore the Developer hereby agrees to pay \$30,000 to the escrow account for this Road Improvement.

7. Escrow Account No. 3281 (Old 21586) for Shockley Drive Re-Striping at MD 85/Crestwood Blvd. - The estimated cost of the Road Improvement is \$77,960. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 10%. Therefore the Developer hereby agrees to pay \$7,796 to the escrow account for this Road Improvement.
8. Escrow Account No. 3258 (Old 21580) for I-270 Southbound Ramps and MD 85 Intersection - The estimated cost of the Road Improvement is \$753,600. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 10%. Therefore the Developer hereby agrees to pay \$75,360 to the escrow account for this Road Improvement.
9. Escrow Account No. 3259 (Old 21581) for I-270 Northbound Ramps and MD 85 Intersection - The estimated cost of the Road Improvement is \$753,600. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 7%. Therefore the Developer hereby agrees to pay \$52,752 to the escrow account for this Road Improvement.
10. Escrow Account No. 3282 for 4th NB lane at MD 85/Crestwood Blvd. - The estimated cost of the Road Improvement is \$1,158,300. As determined by DPDR-Traffic Engineering Staff, the Developer's proportionate share of this Road Improvement is 10%. Therefore the Developer hereby agrees to pay \$115,830 to the escrow account for this Road Improvement.

C. English Muffin Way: In addition to the escrow contributions described above, the Developer will also construct a partial section of proposed English Muffin Way Extended for its entire length through the Younkens property, from New Design Road to the connection with Elmer Derr Road in the vicinity of the far southwest corner of the Younkens property, with the remainder of the full section to be constructed by the Developer of the Younkens PUD. Construction of the portion of the road to be constructed by Developer of this Project will be phased per the phasing schedule set forth on the plan and approved by the Commission.

All road escrow contributions must be paid in full prior to applying for building permit(s).

*issuance of M 4/30/10
CMT 5/3/10*

Conclusion: This APFO approval shall be valid for as long as the Preliminary Plat approval remains valid (to May 14, 2016), which includes the original five -year approval from the date of Planning Commission approval on May 14, 2008, plus a three-year extension approved under County Ordinance 09-23-527.

Disclaimer: This Letter pertains to APFO approval only, and shall not be construed to provide any express or implied rights to continue the development process. The Project remains subject to all applicable rules and regulations, including but not limited to those related to zoning, water and sewer, and subdivision.

Signatures follow on next page.

YBC Investors, LLC ("Developer")

By: [Signature] 4/13/10
Name: Michael C. Mah
Title: Manager
Date: 4/13/10

Attest: [Signature] 4-13-10

Frederick County Planning Commission

By: [Signature]
Catherine Forrence, Chairperson

Date: 4/21/10

ATTEST: [Signature]
Gary Hessong
Director, Division of Permitting &
Development Review

Date: 5/3/10.

Planner's Initials/Date GRG 4/14/10

County Attorney's Office Initials/Date KAM 4/14/10 (Approved as to legal form)

Phase (use)	Bldgs	SF	Construction Start	Construction Complete
Phase I (LI)	A, B	223,564	06/30/08	03/31/09
Phase II (LI)	C, F	208,507	04/30/10	01/31/11
Phase III (LI)	D, E	168,049	03/31/12	12/31/12
Phase IV (Retail)	G, H, I	76,070	09/30/12	08/31/13
Total		676,190		

